

Lead Generation Standards



I. EXECUTIVE SUMMARY

By their membership in LeadsCouncil, members commit to compliance with these Standards.

II. PREAMBLE

- A. These Standards provide principles that Inquiry Buyers and Sellers should adhere to in their marketing to Consumers and in their handling of Consumer Data. Capitalized terms not otherwise defined are set forth in [Appendix A](#).
- B. Adherence to these Standards is a condition for displaying the LeadsCouncil logo in connection with member marketing.

III. RESPONSIBLE CONTRACTING PRACTICES

- A. Inquiry Buyers and Sellers shall use commercially reasonable efforts to incorporate these Standards into Contracts with one another including the items set forth in [Appendix B](#).
- B. Contracts between Inquiry Buyers and Sellers shall stipulate compliance with all applicable laws, rules and regulations, including but not limited to the Telephone Consumer Protection Act, the CAN-SPAM Act and federal and state Unfair and Deceptive Acts & Practices (UDAP) laws.

IV. RESPONSIBLE MARKETING PRACTICES

Inquiry Buyers shall use commercially reasonable efforts to:

- A.** Provide to Inquiry Sellers (as requested, and subject to the confidentiality terms of the applicable Contract conversion and other data to enable the Lead Seller to perform quality analytics by source, including with respect to compliance with these Standards;
- B.** Employ, or cause their Inquiry Sellers to employ, a technology platform that enables the monitoring and audit of traffic sources for compliance with these Standards; and
- C.** Not contact Consumers who have so requested.

Inquiry Sellers shall use commercially reasonable efforts to:

- D.** Restrict resale of Consumer Data by Inquiry Purchasers; and
- E.** Monitor and audit their traffic sources for compliance with these Standards.

Inquiry Buyers and Sellers shall:

- F.** Not conduct campaigns or other marketing efforts in a manner that is misleading;
- G.** Not make any misleading, unfair, false, or deceptive claim or employ any misleading, unfair, false or deceptive solicitation strategy;
- H.** Employ Landing Pages that provide a clear point of contact identifying the originator of the Landing Page;
- I.** Not inaccurately state or inappropriately imply an endorsement, approval or affiliation of a program, product, or service by any governmental entity;
- J.** Not offer or use incentives (including but not limited to earning rewards points, coupons, promotional contests, money, gift cards, or free items), to encourage Consumers to submit Consumer Data; and
- K.** Not use any spyware, viruses, worms, spybots, keyloggers, or any other form of malware to gather Consumer Information.

V. MONITORING

Inquiry Buyers shall maintain with respect to Inquiry Sellers, and Inquiry Sellers shall maintain with their sources of Consumer Data, procedures and technology designed to:

- A.** Monitor compliance with these Standards;
- B.** Identify instances of noncompliance with these Standards; and
- C.** Remediate instances of noncompliance with these Standards in a timely fashion.

VI. CONSUMER DATA

- A. Inquiry Buyers will only use Consumer Data to contact the Consumer with respect to the particular products and services the Consumer expressed an interest in and subject at all times to the terms of the privacy policy under which the Consumer provided the Consumer Data; and
- B. Inquiry Buyers and Sellers shall adhere to the Data Privacy & Security provisions set forth in [Appendix B](#).

VII. FAILURE TO COMPLY WITH THESE STANDARDS

- A. A member who fails to reasonably cooperate with LeadsCouncil in connection with an inquiry relating to its marketing will be subject to potential suspension and termination.
- B. Members will receive at least five business days to respond to any inquiry into compliance with the Standards.
- C. Members determined to be out of compliance with these Standards shall not be permitted to display the LeadsCouncil logo.

VIII. MISCELLANEOUS

- A. Nothing in these Standards is intended to limit the rights and remedies of any person at law or as a matter of contract.

Appendix A: Definitions

“Consumer”

means any individual who is searching online (or via call center) for a program, product, or service offered by an Inquiry Buyer.

“Contract”

means any contract, agreement or arrangement.

“Consumer Data”

means PII and other data submitted by a Consumer in connection with an Inquiry.

“Inquiry”

means Consumer Data that is submitted via Consumer interaction with a lead form, click or call center.

“Landing Page”

means a web page created by a Lead Buyer or Seller for Consumer Data collection.

“LeadsCouncil”

means The LeadsCouncil, a District of Columbia nonprofit corporation.

“Inquiry Buyer”

is any person, firm, or other entity that obtains Consumer Data in connection with an Inquiry.

“Lead Generation”

means the marketing activity that generates Consumer interest in a company’s program, product, or service via Inquiry.

“Inquiry Seller”

is any person who transfers Consumer Data for consideration.

“Personally Identifiable Information” or “PII”

refers to the name, address, or other information that identifies a specific individual. PII includes Consumer credit card numbers, checking account numbers, debit account numbers and social security numbers.

“Sensitive Personal Information”

means an (i) end user’s government-issued identification number (including social security and driver’s license number); (ii) financial account, credit card or debit card number, (iii) credit report information; or (iv) health or medical data

“Standards”

means the conditions, restrictions, processes, and guidelines contained in this document.

Appendix B: Contracting Principles

Contracts between Inquiry Buyers and Sellers should cover the following items:

- A.** Require each party to comply with these Standards.
- B.** Require each party to comply with the laws applicable to it.
- C.** Maintain the confidentiality of each party's confidential information.
- D.** Permit auditing of compliance with these Standards.
- E.** The transfer and storage of Consumer Data shall meet the following Data Privacy & Security Standards.
 - 1.** Parties shall establish and maintain administrative, physical and technical safeguards to protect consumer data, as well as a comprehensive written information security program describing the same that is based on a recognized industry security standard against which the program can be audited (such as ISO or NIST).
 - 2.** Safeguards shall include: (i) limiting access to consumer data to authorized persons; (ii) implementing authentication and access controls within media, applications, operating systems and equipment; (iii) implementing appropriate physical controls to prevent unauthorized physical access to information assets, IT infrastructure and equipment; (iv) encrypting Sensitive Personal Information; (v) encrypting Sensitive Personal Information transmitted over public or wireless networks; (vi) taking reasonable measures to ensure that consumer data is not stored on any portable removable media; (vii) removing QS consumer data from any media taken out of service and destroying or securely erasing such media; (viii) providing appropriate privacy and information security training to employees; and (ix) maintaining a documented incident response plan.

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LeadsCouncil

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